

REMARKS/ARGUMENTS

Applicant would like to thank the Examiner for the careful consideration given the present application. Reconsideration of the subject patent application in view of the present remarks is respectfully requested.

Claims 1, 19 and 20 are amended.

Claim Rejections - 35 USC § 103

Claims 1-3, 5, 6, 8-11, 14-24, 26, and 27 are rejected under 35 U.S.C. 103(a) as being unpatentable over Glejbol in view of Greco, De Ganahl and Braad. Applicants respectfully request withdrawal of the rejection for at least the following reasons.

(1) None of the references discloses that the outer protective sheath is water permeable

Regarding claim 1, none of Glejbol, Greco, De Ganahl and Braad, alone or in combination, discloses, teaches or renders foreseeable outer protective **water permeable** sheath.

The amended claim 1 now clearly requires that the outer protective sheath should be water permeable. The Office action states that Glejbol discloses an outer protective sheath 7, 8. However, there is no disclosure in Glejbol that the outer protective sheath 7, 8 is water permeable. The applicants believe that the Examiner confuses the outer protective sheath of the pipe of the present invention with the tensile armoring layers of Glejbol. These layers are clearly different types of layers and serve different purposes.

Greco is merely cited for forming the bundles of fibers that can melt together locally to hold the two layers together, according to the Office action. Greco is silent that the outer protective sheath is water permeable.

The Office action states that Braad discloses an outer protective sheath 5, 6. However, there is no disclosure in Braad that the outer protective sheath 5, 6 is water permeable.

De Ganahl is merely cited for the formation of the outermost layer with a counter wound tape. De Ganahl is silent that the outer protective sheath is water permeable.

(2) None of the references discloses that the armouring layers are able to move

Regarding claim 1, none of Glejbol, Greco, De Ganahl and Braad, alone or in combination, discloses, teaches or renders foreseeable that the armouring layers are not chemically bonded to the inner liner or to possible intermediate layers or membranes but are **able to move** relative to the inner liner or the possibly intermediate layers or membranes.

Glejbol does not disclose the above feature of claim 1, as admitted by the Examiner in the Office action which states that Glejbol discloses all of the recited structure with the exception ... that the armouring layer is not chemically bonded to the inner liner or to possible intermediate layers or membranes but is able to move.

The Office action states that the reference of Greco discloses that since the fibers are provided in a wound yarn it can be seen that areas will be untied together where the yarns do not meet. The applicants respectfully disagree. Greco teaches that an outer cover is **fused** to the bonding portions of the reinforcement layer to **secure the cover against movement** relative to the reinforcement layer (Greco; claim 1). This disclosure clearly indicates that the cover (the alleged armouring layer) is **unable to move** relative to the reinforcement layer (the alleged

intermediate layer) because it is fused and secured to the reinforcement layer. There is no disclosure in Greco that the cover is able to move relative to the reinforcement layer.

The Examiner argues that the areas of the wound yarn where the yarns do not meet are untied according to Greco. However, claim 1 requires the **layer-to-layer movement** of the armouring layers relative to other layers. Untying the areas of the wound yarn where the yarns do not meet is not the layer-to-layer movement of the armouring layers relative to other layers. It is a potential **inlayer** movement that may occur inside the areas of the wound yarn. As discussed above, the cover of Greco does not move relative to the reinforcement layer because it is fused and secured to the reinforcement layer.

The Office action also states that Braad discloses a liner 3, an armoring layer 4, and an outer protective sheath. However, there is no disclosure in Braad that the armoring layer 4 is able to move relative to the liner 3 or the possibly intermediate layers or membranes.

De Ganahl is merely cited for the formation of the outermost layer with a counter wound tape. De Ganahl is silent that the armouring layers are not chemically bonded to the inner liner or to possible intermediate layers or membranes but are able to move relative to the inner liner or the possibly intermediate layers or membranes.

(3) Greco is not combinable with Glejbol for obviousness inquiry

According to MPEP §2145, it is improper to combine references where the references teach away from their combination. *In re Grasselli*, 713 F.2d 731, 743, 218 USPQ 769, 779 (Fed. Cir. 1983). As discussed above, Greco teaches that an outer cover is fused to the bonding portions of the reinforcement layer to **secure the cover against movement relative to the reinforcement layer** (Greco; claim 1). This disclosure, which indicates that the cover (the alleged

armouring layer) is **unable to move** relative to the reinforcement layer (the alleged intermediate layer), clearly teaches away from the claimed invention which requires that the armouring layers are **able to move** relative to the inner liner or the possibly intermediate layers or membranes. Thus, Greco is not combinable with Glejbol for obviousness inquiry.

Also, there is no suggestion or motivation to modify Glejbol with Greco. According to MPEP §2145, if proposed modification would render the prior art invention being modified unsatisfactory for its intended purpose, then there is no suggestion or motivation to make the proposed modification. *In re Gordon*, 733 F.2d 900, 221 USPQ 1125 (Fed. Cir. 1984). Here, as discussed above, the outer cover is **fused** to the bonding portions of the reinforcement layer to **secure the cover against movement** relative to the reinforcement layer (Greco; claim 1). If the armouring layers 5, 6 in Glejbol are fused and secured to the liners 2, 3 in the same manner as described in Greco, this would damage the flexibility of the pipe. Since the modification of Glejbol with Greco would render the Glejbol invention unsatisfactory for its intended purpose (i.e., providing a flexible pipe), there is no suggestion or motivation to make the proposed modification of Glejbol with Greco.

Accordingly, due to the above reasons (1) and (2), the combination of Glejbol, Greco, De Ganahl and Braad does not meet all of the limitations of claim 1. Also, due to the above reason (3), Greco is not combinable with Glejbol for obviousness inquiry. Therefore, the asserted combination of Glejbol, Greco, De Ganahl and Braad does not render claim 1 obvious. Thus, withdrawal of the rejection as it applies to claim 1 is respectfully requested.

Claims 2-3, 5, 6, 8-11, 14-24, 26, and 27 which are directly or indirectly dependent from claim 1 should be allowable for at least the same reason as claim 1.

Claims 1-3, 5, 6, 8-11, 14-24, 26, and 27 are rejected under 35 U.S.C. 103(a) as being unpatentable over Glejbol in view of Greco, Atwell and Braad. Applicants respectfully request withdrawal of the rejection for at least the following reasons.

As discussed above regarding the 103(a) rejection under Glejbol in view of Greco, De Ganahl and Braad, none of Glejbol, Greco and Braad, alone or in combination, discloses, teaches or renders foreseeable that the outer protective sheath is water permeable, and that the armouring layers are not chemically bonded to the inner liner or to possible intermediate layers or membranes but are able to move relative to the inner liner or the possibly intermediate layers or membranes. Also, Greco is not combinable with Glejbol for obviousness inquiry.

Atwell is merely cited for the formation of the outermost layer with a counter wound tape. Atwell is silent that the outer protective sheath is water permeable and that the armouring layers are not chemically bonded to the inner liner or to possible intermediate layers or membranes but are able to move relative to the inner liner or the possibly intermediate layers or membranes.

Accordingly, the combination of Glejbol, Greco, Atwell and Braad does not meet all of the limitations of claim 1. Also, Greco is not combinable with Glejbol for obviousness inquiry. Therefore, the asserted combination of Glejbol, Greco, Atwell and Braad does not render claim 1 obvious. Thus, withdrawal of the rejection as it applies to claim 1 is respectfully requested.

Also, as discussed above regarding the 103(a) rejection under Glejbol in view of Greco, De Ganahl and Braad, Greco is not combinable with Glejbol for obviousness inquiry.

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Therefore, the asserted combination of Glejbol, Greco, Atwell and Braad does not render claim 1 obvious. Thus, withdrawal of the rejection as it applies to claim 1 is respectfully requested.

Claims 2-3, 5, 6, 8-11, 14-24, 26, and 27 which are directly or indirectly dependent from claim 1 should be allowable for at least the same reason as claim 1.

In consideration of the foregoing analysis, it is respectfully submitted that the present application is in a condition for allowance and notice to that effect is hereby requested. If it is determined that the application is not in a condition for allowance, the examiner is invited to initiate a telephone interview with the undersigned attorney to expedite prosecution of the present application.

If there are any additional fees resulting from this communication, please charge same to our Deposit Account No. 16-0820, our Order No. NKTR-46756.

Respectfully submitted,

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